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10 **Attorney for Plaintiffs**

11 **UNITED STATES DISTRICT COURT**  
12 **DISTRICT OF NEVADA**

13 **THOMAS BAXTER, ELLIE BAXTER and**  
14 **THOMAS BAXTER, JR., as the heirs of**  
15 **NISA BAXTER; and THOMAS BAXTER**  
16 **JR., as the Personal Representative of the**  
17 **Estate of NISA BAXTER,**

18 **Plaintiffs,**

19 **vs.**

20 **LAKE MICHIGAN DISTILLING**  
21 **COMPANY, LLC, a Foreign Limited**  
22 **Liability Company and DOES I-X,**  
23 **inclusive,**

24 **Defendants.**

Case No.: 3:18-cv-00388-LRH-CBC

**STIPULATED PROTECTIVE ORDER**

25 In order to protect the confidentiality of confidential information obtained by the  
26 parties in connection with this case, the parties hereby agree as follows:

27 1. Any party or non-party may designate as "confidential" (by stamping  
28 the relevant page or otherwise set forth herein) any document or response to  
discovery which that party or non-party considers in good faith to contain  
information involving trade secrets, or confidential business or financial information,  
subject to protection under the Federal Rules of Civil Procedure or Nevada law  
("Confidential Information"). Where a document or response consists of more than  
one page, the first page and each page on which confidential information appears

1 shall be so designated.

2       2. A party or non-party may designate information disclosed during a  
3 deposition or in response to written discovery as "confidential" by so indicating in  
4 said response or on the record at the deposition and requesting the preparation of a  
5 separate transcript of such material. Additionally, a party or non-party may  
6 designate in writing, within twenty (20) days after receipt of said responses or of  
7 the deposition transcript for which the designation is proposed, that specific pages of  
8 the transcript and/or specific responses be treated as "confidential" information. Any  
9 other party may object to such proposal, in writing or on the record. Upon such  
10 objection, the parties shall follow the procedures described in paragraph 8 below. After  
11 any designation made according to the procedure set forth in this paragraph, the  
12 designated documents or information shall be treated according to the designation until  
13 the matter is resolved according to the procedures described in paragraph 8 below,  
14 and counsel for all parties shall be responsible for making all previously unmarked  
15 copies of the designated material in their possession or control with the specified  
16 designation.

17       3. All information produced or exchanged in the course of this case (other  
18 than information that is publicly available) shall be used by the party or parties to whom  
19 the information is produced solely for the purpose of this case.

20       4. Except with the prior written consent of other parties, or upon prior order of  
21 this Court obtained upon notice to opposing counsel, Confidential Information shall not  
22 be disclosed to any person other than:

23               (a) counsel for the respective parties to this litigation, including in-house  
24 counsel and co-counsel retained for this litigation;

25               (b) employees of such counsel;  
26  
27  
28

1 (c) individual defendants, class representatives, any officer or employee of a  
2 party, to the extent deemed necessary by Counsel for the prosecution or defense of this  
3 litigation;

4 (d) consultants or expert witnesses retained for the prosecution or defense of  
5 this litigation, provided that each such person shall execute a copy of the Certification  
6 annexed to this Order as **Exhibit "A"** (which shall be retained by counsel to the party so  
7 disclosing the Confidential Information and made available for inspection by opposing  
8 counsel during the pendency or after the termination of the action only upon good cause  
9 shown and upon order of the Court) before being shown or given any Confidential  
10 Information and provided that if the party chooses a consultant or expert employed by  
11 LAKE MICHIGAN DISTILLING COMPANY, LLC. or one of its competitors (as listed on  
12 Appendix A), the party shall notify the opposing party, or designating nonparty, before  
13 disclosing any Confidential Information to that individual and shall give the opposing  
14 party an opportunity to move for a Protective Order preventing or limiting such  
15 disclosure;

16 (e) any authors or recipients of the Confidential Information;

17 (f) the Court, Court personnel, and court reporters; and

18 (g) witnesses (other than persons described in paragraph 4(e)). A witness  
19 shall sign the Certification before being shown a confidential document. Confidential  
20 Information may be disclosed to a witness who will not sign the Certification only in a  
21 deposition at which the party who designated the Confidential Information is  
22 represented or has been given notice that Confidential Information shall be designated  
23 "Confidential" pursuant to paragraph 2 above. Witnesses shown Confidential  
24 Information shall not be allowed to retain copies.

25 5. Any persons receiving Confidential Information shall not reveal or discuss  
26 such information to or with any person who is not entitled to receive such information,  
27 except as set forth herein.  
28

1           6.       No party or non-party shall file or submit for filing as part of the court  
2 record any documents under seal without first obtaining leave of court. Notwithstanding  
3 any agreement among the parties, the party seeking to file a paper under seal bears the  
4 burden of overcoming the presumption in favor of public access to papers filed in court.

5           7.       A party may designate as "Confidential" documents or discovery materials  
6 produced by a non-party by providing written notice to all parties of the relevant  
7 document numbers or other identification within thirty (30) days after receiving such  
8 documents or discovery materials. Any party or non-party may voluntarily disclose to  
9 others without restriction any information designated by that party or non-party as  
10 confidential, although a document may lose its confidential status if it is made public.

11           8.       If a party contends that any material is not entitled to confidential  
12 treatment, such party may at any time give written notice to the party or non-party who  
13 designated the material. The party or non-party who designated the material shall have  
14 twenty-five (25) days from the receipt of such written notice to apply to the Court for an  
15 order designating the material as confidential. The party or non-party seeking the order  
16 has the burden of establishing that the document is entitled to protection.

17           9.       Notwithstanding any challenge to the designation of material as  
18 Confidential Information, all documents shall be treated as such and shall be subject to  
19 the provisions hereof unless and until one of the following occurs:

20           (a) the party or non-party claims that the material is Confidential Information  
21 withdraws such designation in writing; or

22           (b) the party or non-party who claims that the material is Confidential Information  
23 fails to apply to the Court for an order designating the material confidential within the  
24 time period specified above after receipt of a written challenge to such designation; or

25           (c) the Court rules the material is not confidential.

26           10.      All provisions of this Order restricting the communication or use of  
27 Confidential Information shall continue to be binding after the conclusion of this action,  
28

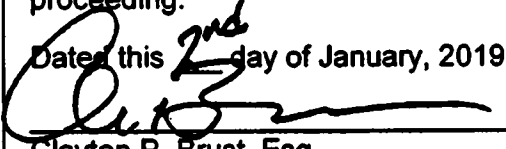
1 unless otherwise agreed or ordered. Upon conclusion of the litigation, a party in the  
2 possession of Confidential Information, other than that which is contained in pleadings,  
3 correspondence, and deposition transcripts, shall either (a) return such documents no  
4 later than thirty (30) days after conclusion of this action to counsel for the party or non-  
5 party who provided such information, or (b) destroy such documents within the time  
6 period upon consent of the party who provided the information and certify in writing  
7 within thirty (30) days that the documents have been destroyed.

8 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply  
9 to the use of documents at trial.

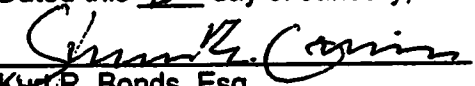
10 12. Nothing herein shall be deemed to waive any applicable privilege or work  
11 product protection, or to affect the ability of a party to seek relief for an inadvertent  
12 disclosure of material protected by privilege or work product protection.

13 13. Any witness or other person, firm or entity from which discovery is sought  
14 may be informed of and may obtain the protection of this Order by written advice to the  
15 parties' respective counsel or by oral advice at the time of any deposition or similar  
16 proceeding.

17 Dated this 2nd day of January, 2019.

18   
19 Clayton P. Brust, Esq.  
20 Robison, Sharp, Sullivan & Brust  
21 71 Washington Street  
22 Reno, NV 89503  
23 Attorneys for Plaintiffs

Dated this 2nd day of January, 2019.

  
Kurt R. Bonds, Esq.  
Alverson Taylor & Sanders  
6605 Grand Montecito Pkwy., Ste. 200  
Las Vegas, NV 89149

Steven E. Guinn, Esq.  
9790 Gateway Drive, Ste. 200  
Reno, NV 89521  
Attorneys for Defendants

ORDER

IT IS SO ORDERED.

26 Dated this 7th day of January, 2019.

  
U.S. Magistrate Judge

**CERTIFICATION AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulated Protective Order dated \_\_\_\_ January, 2019, in THOMAS BAXTER, ELLIE BAXTER and THOMAS BAXTER, JR., as the heirs of NISA BAXTER; and THOMAS BAXTER, Jr., as the Personal Representative of the ESTATE OF NISA BAXTER, Plaintiffs, vs. LAKE MICHIGAN DISTILLING COMPANY, LLC, a foreign Limited Liability Company and DOES I-X, inclusive, Defendants, Civil No. 3:18-cv-00388-LRH-CBC. I have been given a copy of that Order and have read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information - including copies, notes, or other transcriptions made therefrom - in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information- including copies, notes or other transcriptions made therefrom -to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED: \_\_\_\_\_.

**EXHIBIT "A"**

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